



UNIFORM VIDEO SERVICE LICENSE AGREEMENT

City Council Meeting Date: _____

This Uniform Video Service License Agreement ("License") is made on _____ ("Effective Date") by and between the City of Peoria, an Arizona municipal corporation ("Licensor") and _____, a _____ ("Licensee"). Licensor and Licensee may be individually referred to as "Party" and collectively referred to as "Parties".

RECITALS

WHEREAS, Licensee has filed a completed application and affidavit under Arizona Revised Statutes ("A.R.S."), Title 9, Chapter 13, ("Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined in this License have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.
2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:
 - 2.1 The name of Licensee, its type of entity and its jurisdiction of formation.
 - 2.2 The address and telephone number of Licensee's principal place of business.
 - 2.3 The names, titles and addresses of Licensee's principal executive officers or general partners.
 - 2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.
3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.
 - 3.1 The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.
 - 3.2 Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statute and this License.
 - 3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5, Article 8.
4. Licensee Compliance with Law. Licensee must comply with and be subject to:
 - 4.1 All valid and enforceable federal and state laws.
 - 4.2 All generally applicable, nondiscriminatory Local Laws including, but not limited to, Peoria City Code Chapter 46, Divisions I and V, as amended, and City of Chandler standard terms and conditions applicable to all right-of-way use, which are incorporated into and made a part of this License by this reference.
 - 4.3 All public, education and government programming requirements of the Licensing Statute.
 - 4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.
 - 4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee may begin to provide Video Services under this License on the Effective Date. If Licensee is not an incumbent cable operator, Licensee may provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the Effective Date. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above will result in revocation of this License unless the Licensee establishes to the satisfaction of Licensor that such failure was for reasons beyond the Licensee's control as provided in the License.

6. License Fees. Licensee must pay the License Fees required under the Licensing Statute and all other lawful fees, taxes, and charges imposed by Licensor. The initial rate of the License Fee will be five percent of Gross Revenue.

7. Federal Filing Requirement. Licensee must file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. This License expires ten (10) years from the Effective Date.

9. Compliance with Law. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute. This License is subject to A.R.S. Section 38-511.

Licensor

City of Peoria, an Arizona municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Licensee

By : _____

Its: _____

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the _____ of _____, a _____ on behalf of Licensee.

(Seal)

Notary Public

EXHIBIT A
[Information about Licensee]

I. Licensee:

Date:		
Applicant's Name:		
Principal Place of Business		
Phone:	Address:	
City:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Licensee's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Licensee before Local Government:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

EXHIBIT B
[Service Area]